NEGLIGENCE.

*Carriers—Contributory Negligence.—Warfield* v. *N. Y., L. E. & W. R. R. Co.*, 40 N. Y. Supp. 785. A person who is crossing a track at a station in order to board a train standing on another track is not obliged to observe the rule requiring a traveler on a highway which crosses a railroad to look and listen for approaching trains before crossing. Also a railroad company must exercise due diligence to warn people of the approach of trains such as by stationing an employee on the end of the train, blowing the whistle or ringing the bell.

*Negligence—Who May Recover.—Glenn* v. *Winters*, 40 N. Y. Supp. 659. The defendant let a defective coach to a social club for a day's excursion. The plaintiff, a guest of the club, had been invited to join the party and was injured by the overturning of the coach. The defendant was as liable to a guest of the club for a breach of duty in not furnishing a reasonably safe vehicle as to a member of the club itself.

*Proximate Cause—Negligence.—Enochs* v. *Pittsburgh, C. C. and St. L. Ry. Co.*, 44 N. E. Rep. 658 (Ind.). That a railway company negligently blocks up a street crossing so that a pedestrian, who is in a hurry, is obliged to pass around the train by an unusual route and in the dark, and in so doing sustains serious injury by falling over a misplaced stone, does not render the railway company liable, on the ground of proximate cause.

MISCELLANEOUS.

*Australian Ballot Law—Ballots.—Jennings v. Brown*, 46 Pacific Rep. 77 (Cal.). Voters wrote the party designation "Independent Democrat" upon the ballot in addition to the name of party voted for. Held, that this does not mark the ballot so as to constitute a distinguishing mark and hence does not invalidate the ballot.

*Carriers—Fare—Legal Tender—Ejectors of Passenger.—Atlanta Consol. St. Ry. Co.* v. *Keeny*, 25 S. E. Rep. 629 (Ga.). Conductor refused to receive a genuine half-dollar of the United States, because he in good faith thought it was a counterfeit. Held, that this does not exempt the company from liability for his ejecting the passenger for not paying fare with another coin.

*Cities—Liability for Taxes Illegally Exacted—Payment under Threat of Arrest.—Neumann* v. *City of La Crosse*, 68 N. W. Rep. 654 (Wis.).

A city ordinance afterwards declared void imposed a license fee upon those engaged in the sale of fresh meats. Such fees were collected by city's police under threat of arrest for refusal of payment. Evidence tended to prove that the marketmen did not know but what each officer had such warrant at the time of making such threat. Held, that the payment was under duress, and could be recovered.

*Discharge in Insolvency—Non-resident Partner.—Chase et al.* v. *Henry*, 44 N. E. 988 (Mass.) Where one of three partners, plaintiffs in an action against an insolvent debtor, resides out of the State in which the debtor has been discharged in insolvency, the debt, though barred as to the others, is valid in his favor. (Three judges dissenting).

*Habeas Corpus—Verity of Court Records—Collateral Attack.—Whitten* v. *Spiegel, Sheriff*, 35 Atlantic Rep. 508 (Conn.). The foreman of a Grand Jury by a clerical mistake, indorsed an indictment against the plaintiff as a true bill although in fact it had been found not to be a true bill. Held, that the records of the Criminal Court are in a collateral proceeding conclusive evidence that the cause was fully within the jurisdiction of the court and no writ of habeas corpus will lie.

*Invalid Trust Deed—Estoppel—Equitable Lien—Bona Fide Purchaser—Notice.—Barrett* v. *Baker*, 37 S. W. Rep. 130 (Mo.).—A deed of trust executed by the maker of a note on land to which he had no title, but which belonged to the payee, is invalid; but the payee by selling the note is estopped from denying its validity, and a purchaser of the note has an equitable lien against both the payee and purchasers of the land from him with notice. Held, that a purchaser of the land after the note was due and under an abstract of title noting said trust deed, but also containing an attested statement of the payee that he was the legal holder of the note and acknowledged payment thereof and satisfaction of the trust deed, was a bona fide purchaser without notice.

*Misuse of Mails—Dunning Letter.—In re Barker*, 75 Fed. Rep. 980 (Wis.). A respectful dunning letter in an unsealed envelope bearing the printed words, "Mercantile Protective and Collection Bureau," does not come within the meaning of section 3893, Rev. St., as amended by Act of Congress of Sept. 26, 1888 (25 Stat. 496), prohibiting the sending through the mails of envelopes bearing any language of a defamatory or threatening char-